

Amendment Number 1
to
Contract Number DIR-TSO-3945
between
State of Texas, acting by and through the Department of Information Resources
and
Red River Consulting Services LLC
(formerly Ambonare Incorporated)

This Amendment Number **1** to **Contract** Number **DIR-TSO-3945** ("**Contract**") is between the Department of Information Resources ("DIR") and Red River Consulting Services LLC (formerly Ambonare Incorporated) ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. DIR acknowledges the acquisition of Ambonare Incorporated by Red River Consulting Services LLC with its principal place of business at 21 Water Street, Suite 500, Claremont, New Hampshire 03743. Effective date of change is October 30, 2018. DIR agrees to change all contract files hereafter to Red River Consulting Services, LLC.
2. Red River Consulting Services, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-3945 to the same extent as if it had been an original party thereto.
3. Red River Consulting Services, LLC also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. Red River Consulting Services, LLC hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **Contract, Section 2. Term of Contract, is hereby amended as follows:**
The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, the contract will renew automatically in one-year increments for two additional years under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.
6. **Contract, Section 6. Notification**
All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A. Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4000
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

George Shalhoub
Director of Contract Administration
Red River Consulting Services LLC
11951 Freedom Dr. Suite 1010
Reston, Virginia 20190
Phone: (571) 353-6332
Email: george.shalhoub@redriver.com

7. Contract, Section 3. Service Offerings, is hereby restated as follows:

Services available under this Contract are limited to the Deliverables-Based Information Technology Services Technology Categories as specified below. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

No hardware or software products and related services may be sold through this contract. Any products needed to deliver final services must be procured through another contract vehicle. Examples of these products include: Software as a Service (SaaS), subscriptions, annual license maintenance and support, and web hosting.

Technology Upgrade/Migration and Transformation

1)Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be accomplished by converting/migrating legacy applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise. Technology Upgrade/Migration may also include providing website content accessibility compliance.

2)Examples of included services: assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Also included are: technology transformations, which may include, appropriate Return on Investment (ROI), benchmarks and milestones. The following activities may also be included: planning, analysis, requirements development,

proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services; and training support.

Application Development

1)Definition: Application Development is the development of new applications which may be mainframe, server, network-based, web-based or a combination. The requirements for new applications may require interfaces to existing applications.

2)Examples of included services: web application development; mobile application development; service oriented architecture (SOA); researching; analyzing; gathering requirements; designing; programming; testing; documenting and implementing; applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery planning and documentation.

Application Maintenance and Support

1)Definition: Application Maintenance and Support includes the skills and requirements for supporting application systems, including troubleshooting, modifying, maintaining and enhancing legacy systems. Application Maintenance and Support also applies to applications running in a production environment.

2)Examples of included services: research, analysis, design, programming, testing, documenting and implementing maintenance changes; correcting software errors; modifying reports and ensuring accurate report runs; making modifications to the applications and documentation; writing ad hoc queries; loading and applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery testing, planning and documentation. Services may need to be available 24/7 or on an on-call basis.

8. **Appendix A, Standard Terms and Conditions for Deliverables-Based Information Technology (DBITS) Services Contracts dated 05/10/2017**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for DBITS Services Contracts dated 01/08/2018**, as attached.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1 and then the Contract DIR-TSO-3945.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Red River Consulting Services LLC formerly Ambonare Incorporated

Authorized By: Signature on File

Name: George Shalhoub

Title: Director of Contract Admin.

Date: 3/12/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 3/14/2019

Office of General Counsel: Signature on File 3/13/2019